

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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NANCY BROOKS AND JOAN SILVERMAN,
:
Plaintiffs, Civil Action
:
v. No. 05-10994-WGY
:
AIG SUNAMERICA LIFE ASSURANCE
COMPANY, :
:
Defendant. :
----- x

DEFENDANT AIG SUNAMERICA'S LOCAL RULE 56.1 STATEMENT

Defendant AIG SunAmerica Life Assurance Company ("AIG SunAmerica")
respectfully submits this statement of undisputed material facts pursuant to Local Rule 56.1:

1. Plaintiffs Nancy Brooks and Joan Silverman ("plaintiffs") are the trustees of the Irrevocable Trust of Donald L. Silverman (the "Trust") and executrices of the Estate of Donald L. Silverman. (Compl. ¶ 2) (Docket No. 1) (attached hereto as Exhibit A).¹

2. In 1984, Donald L. Silverman ("Mr. Silverman") purchased a life insurance policy from Mutual Benefit Life of New Jersey ("Mutual Benefit"). (Compl. ¶ 2.)

3. In 1994, Mutual Benefit was placed into rehabilitation and, as part of that rehabilitation, Mr. Silverman received a restructured life insurance policy (Policy No. AL 101958) (the "Policy"). (Compl. ¶¶ 15-16.)

4. In 1999, AIG SunAmerica acquired the Policy. (Compl. ¶ 17.)

¹ Material facts not in genuine dispute drawn from the Complaint and from other of plaintiffs' filings in this action are accepted by AIG SunAmerica for the purposes of this summary judgment motion only.

5. The monthly cost of insurance rates applied to the Policy were \$6.52, \$7.12 and \$7.95 in years 1999-2000, 2000-2001 and 2001-2002, respectively. (Compl. ¶ 18.)

6. At the time of Mr. Silverman's death in 2001, the Trust owned the Policy. (Compl. ¶ 2.)

7. The Complaint alleges that the increase in the monthly cost of insurance rates applicable to the Policy violated certain "procedures and standards" filed with the Massachusetts Division of Insurance. (Compl. ¶ 20.)

8. Plaintiffs contend that the "procedures and standards" are found in an actuarial memorandum AIG SunAmerica filed with this Court on December 30, 2005 (the "Actuarial Memorandum"). (See Plaintiffs' Response To Defendant AIG SunAmerica's Supplemental Filing And In Further Support Of Their Cross-Motion For Judgment On The Pleadings at 2 (Docket No. 40).)

9. True and correct copies of the Policy and the Actuarial Memorandum are attached hereto as Exhibits B and C, respectively.

Dated: January 26, 2006
Boston, Massachusetts

Respectfully submitted,

/s/ James R. Carroll

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Counsel for Defendant
AIG SunAmerica Life Assurance Company

CERTIFICATE OF SERVICE

I, Michael S. Hines, hereby certify that a true copy of the foregoing Defendant AIG SunAmerica's Local Rule 56.1 Statement filed through the ECF system will be electronically sent to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be sent by first class mail, postage pre-paid, to those indicated as non-registered participants on the NEF on January 26, 2006.

Dated: January 26, 2006

/s/ Michael S. Hines

Michael S. Hines

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
(BOSTON)

Nancy Brooks and Joan Silverman, as
Trustees of the Irrevocable Trust of Donald L.
Silverman and as Executrices for the Estate of
Donald L. Silverman

Plaintiffs,

v.

AIG SunAmerica Life Assurance Company,

Defendant.

Civil Action No.

05 10994 WGY

RECEIPT # _____
AMOUNT \$ 30.00
SUMMONS ISSUED 1
LOCAL RULE 4.1 /
WAIVER FORM /
MCF ISSUED /
BY DFTY. CLK. M.P.
DATE 3/13/2005

CLASS ACTION COMPLAINT AND JURY DEMAND

1. Defendant raised the cost of insurance ("COI") rates on plaintiffs' and all similarly situated persons' policies in breach of their policy's terms and/or in violation of each plaintiff's state's respective consumer protection statute.

THE PARTIES

MAGISTRATE JUDGE LTS

2. The named plaintiffs, Nancy Brooks and Joan Silverman, are trustees of the Irrevocable Trust of Donald L. Silverman and executrices of the Estate of Donald L. Silverman. Prior to his death in June 2001, Mr. Silverman was a resident of Swampscott, Massachusetts, and was the insured under Mutual Benefit Life of New Jersey ("Mutual Benefit Life") Policy AL101958, which had a Policy Issue Date of May 1, 1984. At the time of Mr. Silverman's death in June of 2001, the Irrevocable Trust of Donald L. Silverman owned Mutual Benefit Life Policy AL101958.

3. Defendant AIG SunAmerica Life Assurance Company ("SunAmerica") is an Arizona corporation with a corporate headquarters and principle place of business at 1 SunAmerica Center, Los Angeles, CA 90067.

JURISDICTION AND VENUE

4. Jurisdiction is proper pursuant to 28 U.S.C. §§ 1332 because the amount in controversy for the named plaintiffs exceeds \$75,000, the amount in controversy for the Class exceeds \$5,000,000 and/or there is diversity between the named plaintiffs and the defendant.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a), because a substantial part of the events or omissions giving rise to the claim occurred here.

CLASS ALLEGATIONS

6. Plaintiffs bring this class action under Rule 23(a) and (b)(3) on behalf of a Class consisting of all persons who (1) purchased a life insurance policy from Mutual Benefit Life, (2) converted their policy to a common form policy during the rehabilitation of MBL and (3) following that rehabilitation, had their policies assumed by SunAmerica.

7. Plaintiffs do not yet know the exact size of the Class because such information is in defendant's exclusive control, but believe that the total number of Class members numbers in the thousands and that they are located throughout the country. Consequently, joinder of all members of the Class would be impracticable.

8. Plaintiffs will fairly and adequately protect the interests of the Class members, and has engaged experienced and competent class counsel. Plaintiffs have no interests antagonistic to those of the other members of the Class.

9. Plaintiffs' claims are typical of the claims of the Class in that each was forced to pay higher policy premiums because of defendants' increase in COI rates in violation of the terms of their policy.

10. The rights of Plaintiffs and the Class involve common questions of law and fact that would predominate over questions affecting only individual members of the

Class. Whatever difficulties may exist in the management of the Class are generally outweighed by the advantage of that procedure, including but not limited to providing claimants with a method for redress of claims that might otherwise not warrant individual litigation.

11. The questions of law and fact common within the Class include, but are not limited to:

- a. whether defendant increased COI rates in violation of the terms of the relevant insurance contracts;
- b. whether defendant's conduct in increasing COI rates violated state consumer protection statutes;
- c. whether defendant's failure to adequately disclose the manner in which it had calculated increases in COI rates constitutes a separate and distinct violation of state consumer protection statutes;
- d. the measure of damages by which defendants' conduct injured all members of the Class; and
- e. whether the Class is entitled to injunctive relief as a result of defendant's continuing conduct.

12. Class action treatment is superior to the alternatives, if any, for the fair and efficient adjudication of this controversy, because it permits a large number of injured persons to prosecute their common claims in a single forum simultaneously, efficiently and without unnecessary duplication of evidence and effort. Class treatment will also permit the adjudication of smaller claims by Class members, for whom it would not be economically rational to litigate individually against a large corporate defendant.

GENERAL ALLEGATIONS

13. Up until approximately 1994, Mutual Benefit Life was a solvent mutual life insurance company that sold, among other insurance products, “flexible premium” universal life insurance policies such as the one Mr. Silverman purchased in 1984.

14. On or about July 16, 1991, Mutual Benefit Life was placed in rehabilitation by the New Jersey Commissioner of Insurance at least in part because of questions concerning its ongoing ability to pay claims.

15. In May of 1994, substantially all of Mutual Benefit Life’s assets and liabilities were transferred to MBL Life Assurance Corporation (“MBL Life Assurance”) under a rehabilitation plan adopted by the New Jersey Commissioner of Insurance and approved by the New Jersey Superior Court (the “Rehabilitation Plan”).

16. Mutual Benefit Life policyholders such as Mr. Silverman were given the choice of either opting out of the Rehabilitation Plan or having their policies temporarily restructured (in ways that are not relevant to this litigation) to a common form policy and transferred to MBL Life Assurance.

17. On June 30, 1999, pursuant to the Rehabilitation Plan, Anchor National Life Insurance Company (“Anchor”), a SunAmerica company, formally acquired the block of policies that MBL Life Assurance had acquired from Mutual Benefit Life (the “Mutual Benefit Block of Policies”). Also pursuant to the Rehabilitation Plan, the temporary restructuring of the Mutual Benefit Block of Policies into common form policies expired and the original terms of the Class members’ policies controlled again. Anchor and/or SunAmerica have administered the Mutual Benefit Block of Policies, including Mr. Silverman’s policy, at all times thereafter. (Anchor and SunAmerica are sometimes referred to collectively herein as “SunAmerica.”)

18. From the time it acquired them in 1999 until at least 2002, SunAmerica has increased the COI rates on the Mutual Benefit Block of Policies each year in the following manner (the "COI Rate Increases"):

<u>Year</u>	<u>COI Increase per \$1000 per month (\$)</u>	<u>COI Increase (%)</u>
1999-2000	From \$5.14 to \$6.52 = \$1.38	24%
2000-01	From \$6.52 to \$7.12 = \$0.60	9%
2001-02	From \$7.12 to \$7.95 = \$0.83	11%

19. There are two criteria that SunAmerica had to meet before raising COI Rates. First, as the controlling policy language in the Mutual Life Block of Policies states, "Any change in [COI] rates will be in accordance with any procedures and standards on file with the Insurance Department of the jurisdiction in which the policy is delivered." Second, any COI Rate Increases had to be less than the maximum guaranteed rates set out in the insurance policy's COI Rate Table.

20. Upon information and belief, the COI Rate Increases were **NOT** made "in accordance with any procedures and standards on file with the Insurance Department of the jurisdiction in which" any of the Mutual Life Block of Policies were delivered.

21. As a result, the COI Rate Increases are in breach of the terms of the policy language of the Mutual Life Block of Policies and are therefore invalid even if the COI Rate Increases were less than the guaranteed maximum increases set out in the policy's COI Rate Table.

22. SunAmerica fraudulently concealed that it had made the COI Rate Increases in violation of the relevant insurance policy's terms by misrepresenting to the named plaintiffs and their agents several times between 2001 and the present that the

Rehabilitation Plan authorized it to make the COI Rate Increases. To the contrary, the truth, which SunAmerica knew or should have known, is that the COI Rate Increases were governed by the insurance policy language quoted above in ¶ 19.

23. The statute of limitations is tolled by the discovery rule. The named plaintiffs did not know, and in the exercise of reasonable diligence could not have known, that SunAmerica made the COI Rate Increases in violation of the terms of their policy because SunAmerica has refused to disclose to them the method by which it calculates COI Rate Increases and the information is not available anywhere else.

COUNT I: Breach of Contract

24. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

25. There is a contract (insurance policy in the Mutual Life Block of Policies) between SunAmerica and each Class member.

26. The policy language in the contracts in the Mutual Life Block of Policies sets forth the terms under which SunAmerica can make COI Rate Increases.

27. SunAmerica breached those contracts by making COI Rate Increases in violation of the terms of the policies in the Mutual Life Block of Policies.

28. SunAmerica's breach directly and proximately damaged each Class member in an amount to be determined at trial by raising his/her premiums in an amount approximately equal to the unauthorized increase in COI rates.

COUNT II: Breach of Implied Duty of Good Faith and Fair Dealing

29. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

30. SunAmerica breached the implied covenant of good faith and fair dealing contained in each Class Member's insurance policy by making the COI Rate Increases.

31. SunAmerica's breach directly and proximately damaged each Class member in an amount to be determined at trial by raising his/her premiums in an amount approximately equal to the unauthorized increase in COI rates.

COUNT III: Violation of Massachusetts Consumer Protection Statute

32. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

33. By making unauthorized COI Rate Increases, SunAmerica committed an unfair or deceptive act or practice within the meaning of MGLC 93A.

34. Plaintiffs served an MGLC 93A demand letter on SunAmerica but SunAmerica refused to make a reasonable offer of settlement either to the named plaintiffs or the Class.

35. SunAmerica's unfair or deceptive acts or practices have violated MGLC 93A and proximately injured the named plaintiffs and the Class in an amount to be determined at trial.

36. Because SunAmerica's violations of MGLC 93A have been willful and knowing and/or its refusal to grant class-wide relief upon demand was made in bad faith with knowledge or reason to know that the act or practice complained of violated MGLC 93A, the named plaintiffs and the Class are entitled to treble damages, attorneys' fees and expenses.

COUNT IV: Violation of California Unfair Business Practices Act

37. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

38. SunAmerica's conduct in making unauthorized COI Rate Increases constitutes and unlawful and/or unfair business practice within the meaning of the California Unfair Business Practices Act.

39. SunAmerica's conduct emanated from its corporate headquarters in Los Angeles, CA.

40. SunAmerica's conduct was unfair because it raised premiums without authorization for policyholders who had not choice but to pay the increases or surrender the policy.

41. SunAmerica's conduct was unlawful because it made COI Rate Increases in violation of the procedure it had on file with each state's Division of Insurance and/or unjustly enriched itself at the expense of the plaintiffs.

42. As a direct and proximate result of its conduct, SunAmerica has received, and continues to hold, ill-gotten gains that belong to the plaintiffs.

43. Plaintiffs are accordingly entitled to damages and equitable relief in the form of restitution and disgorgement of all earnings, profits, compensation and benefits obtained by SunAmerica as a result of such unfair and/or unlawful business practices.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request:

A. That this action may be maintained as a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and that notice to the Class be provided in compliance with Fed. R. Civ. P. 23(c)(2);

B. That the Court hold that SunAmerica breached its insurance contract with plaintiffs and the Class and/or breached the implied duty of good faith and fair dealing and/or violated the Massachusetts Consumer Protection Statute and/or violated the California Unfair Business Practices Act;

C. That judgment be entered against SunAmerica and in favor of the Plaintiffs and the members of the Class for damages as allowed by law and/or restitution

by equity, together with costs of suit (including expert costs), and reasonable attorney fees as provided by law;

D. That the judgment so entered include trebling of damages determined to have been sustained by Plaintiffs and the members of the Class for damages as allowed by law, together with costs of suit (including expert costs), and reasonable attorney fees as provided by law;

F. That SunAmerica be enjoined from increasing COI Rates in breach of the terms of its own insurance policies;

G. That the Court award Plaintiffs and members of the Class pre-judgment and post-judgment interest as permitted by law; and

H. That the Court award Plaintiffs and members of the Class such other and further relief as may be necessary and appropriate.

JURY DEMAND

Plaintiffs demand a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all issues triable of right by a jury.

DATED: 12 May 2005

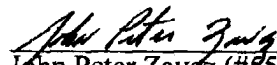

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EXHIBIT B



Mutual Benefit Life

Insured: Donald L Silverman

Policy Number: AL101958

For the payment of premiums, we, The Mutual Benefit Life Insurance Company in Rehabilitation, insure the life of the Insured named on page 3.

The proceeds of this policy are payable to the beneficiary at the death of the insured before the maturity date. We will pay the proceeds when we receive due proof of the death of the insured. The cash surrender value of this policy is payable to the owner if the insured is living on the maturity date.

TEN DAY RIGHT TO EXAMINE POLICY

Within 10 days after first receiving this policy, the owner may return it to our home office or to any of our agents. We will then cancel it from the start and refund any premium paid.

A handwritten signature in cursive script, reading "Victor H. Palmer".

Chief Executive Officer

A handwritten signature in cursive script, reading "Eugene J. Pischke".

Secretary

Flexible Premium Adjustable Life Policy
Adjustable Death Benefit
Flexible Premium Payments
Cash Surrender Value Payable on the Maturity Date
Nonparticipating - No Dividends

The Mutual Benefit Life Insurance Company in Rehabilitation
520 Broad Street, Newark, New Jersey 07102-3181

READ YOUR POLICY CAREFULLY

This policy is a legal contract between the Policyowner and **The Mutual Benefit Life Insurance Company in Rehabilitation** (hereinafter referred to as "MBL").

Policy Number	AL101958
Specified Amount	\$850,000.00 (effective as of April 29, 1999)
Death Benefit	Option A
Insured	DONALD L SILVERMAN
Issue Date	May 1, 1984
Policy Year Date	May 1, 1984

MATURITY DATE: May 1, 2012; the latest date to which coverage may be provided by this policy, except as provided in Section 9. Policy may terminate before maturity date if actual premium payments do not cover the monthly deductions.

PREMIUMS

Planned premium of \$41,658.50 payable annually to maturity date.

EXTRA BENEFIT RIDER (S): This policy does not include any includes additional benefits added by extra benefit rider (s):

POLICY DATA

Maximum premium expense charge: 7.5% of all premiums paid.

Policy loan interest rate: 8% effective annual rate.

Guaranteed minimum cash value interest rate: 0.327374% per month; 4% effective annual rate.

Maximum monthly expense charge: \$4.00 per month.

Service charge for withdrawal of part of the cash surrender value: \$25.00.

A GUIDE

To the Sections of this Policy

Section

- 1 Policy Terms
- 2 Periodic Report
- 3 Entire Contract
- 4 Incontestability
- 5 Termination
- 6 Premiums
- 7 Suicide Exclusion
- 8 Amount of Proceeds
- 9 Continuation of Insurance
- 10 Misstatement of Age or Sex
- 11 Changes in Specified Amount
- 12 Change in Death Benefit Option
- 13 Cash Value
- 14 Monthly Deduction and Cost of Insurance
- 15 Lapse
- 16 Reinstatement
- 17 Loans
- 18 Surrender for Cash
- 19 Withdrawal of Part of the Cash Surrender Value
- 20 Ownership
- 21 Beneficiary
- 22 Payment of Proceeds
- 23 Payment Options
- 24 Deferment of Payment

1 Policy Terms

Basic Policy means this policy apart from any Extra Benefit Rider.

Extra Benefit Riders provide benefits in addition to those of the basic policy for an additional cost.

Policy Anniversary means any anniversary of the policy year date.

Policy Years and Policy Months. The first policy year and the first policy month start on the policy year date. Later policy years start on policy anniversaries. Later policy months start on the same calendar day of the month as the policy year date or on the last day of any month which has no such calendar day.

Policy Processing Day. The first day of each policy month is a policy processing day. The first policy processing day is the policy year date.

Age. The age of any person insured during any policy year means the age of that person on the birthday nearest the first day of that policy year.

Grace Period. If this policy lapses, it will stay in force during a grace period of 61 days after the lapse date. See Section 15 for further details.

Net Premium for each premium paid is that premium less the premium expense charge. The premium expense charge will be determined by us, based on changes in future levels of expenses, including taxes. The maximum premium expense charge is shown on page 3 or 4.

Cash Value on any date is an amount determined according to Section 13.

Net Amount At Risk on any date is the death benefit on that date discounted for interest for one month, less the cash value on that date. The interest rate we will use to discount the death benefit is the guaranteed minimum cash value interest rate shown on page 3 or 4.

Cash Surrender Value is the cash value less any loan balance on that date. See Section 19 for further details.

Loan Balance is the loan principal plus accrued interest.

Loan Limit is the maximum amount that the owner can borrow. See Section 17 for further details.

Owner. The owner has all the rights stated in this policy while the insured is alive. The owner is named in the application. The owner may change the ownership as set forth in Section 20.

The **Monthly Deduction** is the amount which we will deduct each month from the cash value. See Section 14 for further details.

Payment Options are the different plans which may be used to provide payments over a period of time instead of a one-sum payment. They may be used either for the proceeds or the cash surrender value. See Section 23 for further details.

Nonparticipating. This policy is not eligible for dividends or company profits. Any changes to premiums or expense charges will be determined prospectively. We will not recoup prior losses by means of changes to premiums or expense charges.

2 Periodic Report

At least once each policy year we will send to the owner a report which shows:

(a) the current cash value, cash surrender value, all premiums paid and all charges made since the last periodic report;

(b) any outstanding policy loans; and

(c) any other information required by the Insurance Department of the jurisdiction in which this policy is delivered.

Additional illustrative reports will be sent upon request.

3 Entire Contract

This policy, the policy specifications, any extra benefit riders and the application, (and any supplements thereto) or application for reinstatement, on which coverage is based are the entire contract.

The policy specifications issued with the policy are the initial specifications which are in effect on the issue date. Some of these specifications may change by an action you request or by a change you make. Any of these changes will be reflected in a new policy specifications statement or a written notice which supplements the policy specifications statement and shows the effective date of the change.

We attached a copy of the application to the policy when it was issued. A copy of any supplemental application, application for reinstatement, new policy specifications statement or written notice which supplements the policy specifications statement will be forwarded to you and become part of this policy when the coverage requested by it begins. We will not use any statement to void the policy or deny a claim unless it is in the application, a supplemental application or an application for reinstatement. Statements in a supplemental application or an application for reinstatement will apply only to the coverage effected as a result of that application. We will treat all statements in an application as representations and not as warranties.

MAL 99078 21-422 555

1151

To protect all the parties to the policy we may require that all requests which affect it be received at our home office in satisfactory written form.

4 Incontestability

Any coverage effective on the issue date of this policy will become incontestable after it has been in force during the life of the insured for two years after the issue date.

Any insurance coverage which becomes effective after the issue date or at the time of any reinstatement will become incontestable after it has been in force during the life of the insured for two years after its effective date.

This provision does not apply to any rider which contains its own incontestability provision.

5 Termination

Coverage under this policy will terminate when any one of the following events occurs:

- (a) The owner requests that coverage terminate.
- (b) The insured dies.
- (c) The policy matures on the maturity date shown on page 3, except as provided in Section 9.
- (d) The grace period ends and a premium payment sufficient to cover all overdue monthly deductions has not been paid.
- (e) The policy is surrendered as provided in Section 18.

6 Premiums

The amount and frequency of the planned premium are shown on page 3. Premium payment reminder notices will be sent to the owner.

Each premium is payable at our home office or to our agent in exchange for a receipt.

Upon request, the owner may change the amount and frequency of the planned premium, including a change to monthly payments in lieu of the planned premium. If monthly payments are elected, then no reminder notices will be sent by us for such payments. Unless we agree otherwise, such change may not increase the total planned premium to be paid in any policy year.

During the insured's lifetime, premium payments may be made at any time before the maturity date provided they do not increase the net amount at risk.

7 Suicide Exclusion

If the insured commits suicide within two years of the issue date, we will pay only an amount equal to the premiums paid for this policy less the sum of:

- (1) any loan balance; and

- (2) any partial withdrawals of the cash surrender value.

If the insured commits suicide within two years of the effective date of any increase in the specified amount, the total death benefit proceeds with respect to such increase will be limited to its cost including any expense charges directly related to such increase.

8 Amount of Proceeds

The death benefit is payable upon the death of the insured based on the death benefit option in effect at that time.

Under Option A, the death benefit is the greater of:

- (1) the specified amount, plus or minus any increases or decreases in the specified amount, shown on page 3 or 4; or
- (2) the cash value on that date divided by the net single premium shown in the table on page 15 based on the sex, age, and rate class of the insured on that date.

Under Option B, the death benefit is the greater of:

- (1) the specified amount, plus or minus any increases or decreases in the specified amount, shown on page 3 or 4 plus the cash value on the date of death; or
- (2) the cash value on that date divided by the net single premium shown in the table on page 15 based on the sex, age, and rate class of the insured on that date.

Items (2) above are intended to assure that this policy qualifies as life insurance under section 7702 of the Internal Revenue Code of 1986, as amended, using the cash value accumulation test. If this adjustment proves to be insufficient the death benefit will be further increased to assure compliance. At no time will the amount of the death benefit under this policy ever be less than the amount needed to ensure such tax qualification.

The amount of proceeds payable at the death of the insured before the maturity date will be the sum on the date of death of:

- (a) the death benefit;
- (b) any amount payable under an Extra Benefit Rider; and
- (c) a refund of that part of any premium received after the policy processing day in the policy month of death which did not increase the death benefit; reduced by:
- (d) any loan balance; and
- (e) if death occurs during the grace period, all overdue monthly deductions.

The amount of proceeds payable on the maturity date, if the insured is then alive, will be the cash surrender value of the basic policy on the maturity date.

9 Continuation of Insurance

Upon request of the owner, we will continue this policy in force after the maturity date. The death benefit will be equal to the cash value on the maturity date accumulated at a rate of interest not less than the guaranteed minimum rate shown on page 3 or 4 to the date of death.

10 Misstatement of Age or Sex

If the age or sex of the insured or of any person insured under this policy or any riders attached to this policy has been misstated, any amount to be paid under this policy will be adjusted. The adjustment will be:

- (a) the amount of insurance which the cost of insurance for the policy month would have purchased using the cost of insurance rate for the correct age and sex; less
- (b) the amount of insurance actually used in calculating the cost of insurance for the policy month. See Section 14.

There will be no retroactive adjustments made to the cash surrender value.

11 Changes in Specified Amount

Upon request, the owner may change this policy as provided in this section. We must receive any such request in writing in a form satisfactory to us. Any change will become a part of this policy as set forth in Section 3.

No agent has the authority to make any changes to or waive any of the terms of this policy.

We will allow an increase in the specified amount from time to time after the first policy year if:

- (1) the owner submits a supplemental application satisfactory to us;
- (2) the amount of such increase is in accord with our rules and practices at the time it is applied for;
- (3) we receive evidence satisfactory to us that the insured is insurable in the same rate class as this policy;
- (4) any required premium payment associated with the increase is paid; and
- (5) the insured is not disabled under the terms of any disability rider which is a part of this policy.

The increase will become effective on the policy processing day next following the date we approve the increase. The amount of each increase and its premium and effective date will be shown on page 3 or 4.

We will allow a decrease in the specified amount after the first policy year. We will issue a new policy specifications statement at the time of the decrease.

If there have been increases in the specified amount, the decrease will first be applied against such increases in the reverse order of their effective dates.

The decrease will be effective on the policy processing day next following the date the request is received by us.

12 Change in Death Benefit Option

Upon request, the owner may change the death benefit option in effect. We must receive any such request in writing in a form satisfactory to us.

If the change requested is from Option A to Option B, the specified amount will be decreased by the amount of the cash value. If the change requested is from Option B to Option A, the specified amount will be increased by the amount of the cash value.

The change will be effective on the policy processing day next following the date the request is received by us.

13 Cash Value

A statement of the method of calculation of values has been filed with the insurance official in the jurisdiction in which this policy is delivered. Policy values and benefits are equal to or greater than those required by law.

On the policy year date, the cash value is the first net premium less the monthly deduction for the first policy month.

On a policy processing day after the policy year date, the cash value is:

- (a) the cash value on the prior policy processing day less the amount of any withdrawal of part of the cash surrender value during the prior policy month; plus
- (b) interest earned during the prior policy month on (a); plus
- (c) all net premiums for premiums received since the prior policy processing day; less
- (d) the monthly deduction for the current policy month.

On any day other than a policy processing day, the cash value is:

- (e) the cash value on the prior policy processing day less the amount of any withdrawal of part of the cash surrender value during the current policy month; plus
- (f) interest earned during the current policy month on (e); plus
- (g) all net premiums for premiums received since the prior policy processing day.

FILED 05/18/06 01:42:00

The guaranteed minimum cash value interest rate we use to calculate the interest on the cash value is shown on page 3 or 4. We reserve the right to declare a current interest rate to be used in lieu of that rate to calculate the interest on all or part of the cash value. If there is an outstanding policy loan, a different current interest rate may be used to calculate the interest on that portion of the cash value which is equal to the loan principal. The current interest rate will be shown in the periodic report. Every interest rate used will be no less than the guaranteed minimum rate.

14 Monthly Deduction and Cost of Insurance

The monthly deduction for each policy month is the sum of:

- (a) the cost of insurance (see next paragraph) for the basic policy for the policy month; plus
- (b) the cost of insurance for all extra benefit riders for the policy month; plus
- (c) the monthly expense charge defined on page 3 or 4.

The cost of insurance for the basic policy for a policy month is the sum on its policy processing day of:

- (d) the product of:
 - (1) the net amount at risk on that date; times
 - (2) the monthly cost of insurance rate on that date; and
- (e) the flat extra monthly charge shown on page 3 or 4, if any.

The monthly cost of insurance rate is based on the sex, age, and rate class of the insured. Monthly cost of insurance rates will be determined by us annually, by class, based on future expectations as to investment earnings, mortality, persistency, and expenses, including taxes. Any change in rates will be in accordance with any procedures and standards on file with the Insurance Department of the jurisdiction in which this policy is delivered. Such cost of insurance rates will not be greater than those shown in the table of maximum monthly cost of insurance rates on page 15.

The cost of insurance for an extra benefit rider on a policy processing day is the cost of insurance defined in such rider.

15 Lapse

This policy will lapse on the policy processing day that the monthly deduction reduces the cash surrender value to zero or less. Notice of the lapse will be mailed to the last known address of the owner. It will be mailed at least 30 days before the end of the grace period.

If a premium payment sufficient to cover all overdue monthly deductions is not paid by the end of the grace period, all policy rights and benefits will cease at the end of the grace period.

16 Reinstatement

We will reinstate this policy if it has not been surrendered when we receive:

- (a) a request from the owner within three years of the date of lapse and before the maturity date while the insured is alive;
- (b) payment of the cost to reinstate;
- (c) payment of reinstatement of any loan balance; and
- (d) if required, evidence of insurability satisfactory to us.

The cost to reinstate is a premium large enough to keep this policy in force for at least three months following the date of reinstatement.

The reinstated policy will be in force from the policy processing day following the date the application for reinstatement is approved by us.

We will not require evidence of insurability to reinstate this policy within the 31 days following the end of the grace period if all persons insured are alive. In all other cases, we will require evidence of insurability satisfactory to us.

17 Loans

Upon request, the owner may obtain a loan on the sole security of this policy. The owner cannot borrow more than the loan limit less any existing loan principal.

Interest on the loan principal will accrue daily at the effective annual policy loan interest rate defined on page 3 or 4. Interest will be due at the end of each policy year. Interest not paid within 31 days after the due date will be added to and become a part of the loan principal as of the due date.

The loan limit is the amount which, with loan interest to the next interest due date, is equal to the sum of the policy's cash surrender value computed as of the next policy anniversary, including deductions for cost of insurance and expenses, and assuming no additional premium payments are received by us before such anniversary.

All or part of the loan balance may be repaid at any time while the insured is alive. If the loan balance equals or exceeds the cash value, the policy will lapse, at the end of the grace period, as stated in Section 15.

18 Surrender for Cash

At any time before the death of the insured the owner may surrender this policy for its cash surrender value by sending the policy and a request to our home office. The date of surrender is the date for surrender on which we receive the policy and request at our home office. All rights and benefits will cease on that date.

19 Withdrawal of Part of the Cash Surrender Value

At any time while the insured is alive, but not more frequently than twice in any policy year, the owner may withdraw part of the cash surrender value of this policy by sending a written request to our home office. The date of withdrawal is the date it is received by us. The withdrawal amount less the service charge shown on page 3 or 4 will be paid in one sum to the owner.

The cash value of this policy will be reduced on the date of withdrawal by the withdrawal amount. If Death Benefit Option A is in effect at the time of the withdrawal, the specified amount will be reduced by the amount of the withdrawal.

If there have been increases in the specified amount after the policy year date, the reduction will be applied to the amount of such increases in the reverse order of their effective dates.

The withdrawal amount must be at least \$500 but less than the cash surrender value of this policy on the next policy anniversary, including deductions for cost of insurance, expenses and loan interest, and assuming no premium payments are received by us between the withdrawal date and such policy anniversary.

20 Ownership

Upon written request in a form satisfactory to us, the owner may change ownership, contingent ownership, or both, without the consent of any beneficiary or contingent owner. We must receive any such request before the death of the insured.

The rights of the owner, any contingent owner, and any beneficiary will be subject to the rights of any assignee of this policy. No assignment will affect us until we receive a copy of it at our home office. We will not be responsible for the validity or effect of any assignment. We will pay an assignee in one sum only.

21 Beneficiary

Upon request, the owner may change the beneficiary. The owner may also request that all or part of the proceeds be placed under a payment option for a beneficiary who is a natural person and who is to receive payment in his or her own behalf.

We must receive any such request before the death of the insured. When we approve the request, any prior designation of beneficiary and any prior agreement to place the proceeds under a payment option will cease to be in effect.

If all beneficiaries are natural persons who are to receive payments in their own behalf and none of them is alive when the insured dies, we will, unless it is

otherwise provided in the last beneficiary request, pay the proceeds to the owner, or if the owner is the insured, to his or her estate.

22 Payment of Proceeds

We will pay interest on any policy proceeds from the date of death of the insured to the date of payment or to the date as of which such proceeds are placed under a payment option. The interest rate will be the rate which we then pay on proceeds held under Option 1 or at such higher rate as may be required by law.

We will place the proceeds under Option 1, 2, 3, 4, 5, or 8 as described in Section 23 upon request by a beneficiary who is a natural person and who is to receive proceeds in one sum in his or her own behalf at the death of the insured before the maturity date, or upon request by the owner on the maturity date if the insured is then alive.

Such beneficiary may, if we receive the request before his or her death, name and change the contingent beneficiary who will receive any payment due at such death. In the same manner two such beneficiaries may elect Option 6 or 7, and they or the survivor of them may name and change the contingent beneficiary who will receive any payment due at the death of the survivor.

Payment to the contingent beneficiary will be made in one sum or as agreed with us. If the proceeds have been placed under Option 1 or 2, the amount of any one-sum payment will be the amount then held under Option 1 or 2. If the proceeds have been placed under Option 3, 4, 5, 6, or 7, the amount of any one-sum payment will be the present value of the future minimum payments certain under Option 3, or of the future payments certain under Option 4, 5, 6, or 7.

A natural person who is to receive surrender proceeds in his or her own behalf upon surrender at or after the end of the 5th policy year will have the same rights as those described in this section for a beneficiary.

If a corporation, partnership, or other business entity is the beneficiary at the death of the insured or the maturity date, or is the owner when the policy is surrendered, it may:

(a) substitute one or more of the insured, the insured's spouse, and the insured's children to receive the amount then payable;

(b) choose to receive payments under a payment option based on the life of the insured, if living; if not, on the life of the spouse of the insured, if living; if not, on the life of a child of the insured; or

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(c) choose to receive payments under Option 6 or 7 based on the lives of the insured and another natural person.

If Option 1 is chosen under (b) above, the amount held under it will be paid in one sum at the death of the person upon whose life the option is based.

We may offer special payment options which provide higher guaranteed interest rates for fixed periods and are subject to certain conditions on early withdrawal.

23 Payment Options

The following payment options are available. As set forth in a request, payments under an option will be made each month or every 3, 6, or 12 months.

Option 1—Interest Income • We will hold the proceeds until withdrawal or until the death of the beneficiary. On each payment date, we will pay interest on the amount held at a rate determined by us but not less than an effective rate of $3\frac{1}{2}\%$ a year. Each payment will be made at the end of its payment period.

Option 2—Level Installments • We will use the proceeds to make payments of a requested level amount which must total, during a 12-month period, at least \$50 for each \$1,000 placed under this option. Each payment will be made at the start of its payment period.

On each payment date we will credit interest on the amount held at a rate determined by us but not less than an effective rate of at least $3\frac{1}{2}\%$ compounded each year.

We will make payments until the amount held on the date on which a payment is due is the same as or less than the level amount. The last payment will then be the amount held.

Option 3—Installments for a Fixed Period • We will use the proceeds to make payments for a fixed period of 30 years or less. Each payment will be made at the start of its payment period.

The minimum payments are based on an effective interest rate of $3\frac{1}{2}\%$ compounded each year. Any higher rate we may declare will increase such payments.

The table which follows shows the minimum monthly payments for each \$1,000 placed under Option 3.

Number of Years	Minimum Monthly Payment	Number of Years	Minimum Monthly Payment	Number of Years	Minimum Monthly Payment
1	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.36	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

Option 4—Life Income (Payments at Least Equal to Proceeds Applied) • We will use the proceeds to make level payments during the life of the beneficiary. Payments will continue, if the beneficiary dies, to the end of the payment year during which the sum of all payments made equals the proceeds placed under this option. Each payment will be made at the beginning of its payment period. The table which follows shows the minimum monthly payments for each \$1,000 placed under Option 4. Upon request, we will quote payments for ages not shown.

Option 5—Life Income (Choice of Period Certain) • We will use the proceeds to make level payments during the life of the beneficiary. If a period certain of 5, 10, or 20 years is chosen, payments will continue to the end of such period even if the beneficiary dies before then. If no period certain is chosen, all payments will cease with the last payment due before the death of the beneficiary. Each payment will be made at the beginning of its payment period. The table which follows shows the minimum monthly payments for each \$1,000 placed under Option 5. Upon request, we will quote payments for ages not shown.

Age of Beneficiary Male Female		MINIMUM MONTHLY PAYMENT Option 5				
		Option 4	No Years Certain	5 Years Certain	10 Years Certain	20 Years Certain
15	21	\$3.21	\$3.22	\$3.22	\$3.22	\$3.21
20	26	3.28	3.29	3.29	3.29	3.28
25	31	3.36	3.38	3.38	3.37	3.37
30	36	3.46	3.48	3.48	3.48	3.47
31	37	3.48	3.51	3.51	3.50	3.49
32	38	3.51	3.53	3.53	3.53	3.52
33	39	3.53	3.56	3.56	3.56	3.54
34	40	3.56	3.59	3.59	3.58	3.57
35	41	3.58	3.62	3.62	3.61	3.60
36	42	3.61	3.65	3.65	3.64	3.62
37	43	3.64	3.68	3.68	3.68	3.65
38	44	3.67	3.72	3.72	3.71	3.69
39	45	3.71	3.75	3.75	3.75	3.72
40	46	3.74	3.79	3.79	3.78	3.75
41	47	3.77	3.83	3.83	3.82	3.79
42	48	3.81	3.87	3.87	3.86	3.83
43	49	3.85	3.92	3.92	3.91	3.86
44	50	3.89	3.97	3.96	3.95	3.90
45	51	3.93	4.01	4.01	4.00	3.94
46	52	3.98	4.07	4.06	4.05	3.99
47	53	4.02	4.12	4.11	4.10	4.03
48	54	4.07	4.18	4.17	4.15	4.08
49	55	4.11	4.23	4.23	4.21	4.13
50	56	4.18	4.30	4.29	4.27	4.18
51	57	4.23	4.36	4.35	4.33	4.23
52	58	4.28	4.43	4.42	4.39	4.28
53	59	4.33	4.50	4.49	4.46	4.33
54	60	4.41	4.56	4.57	4.53	4.39
55	61	4.47	4.66	4.64	4.61	4.45
56	62	4.53	4.74	4.73	4.69	4.51
57	63	4.60	4.83	4.82	4.77	4.57
58	64	4.69	4.93	4.91	4.86	4.63
59	65	4.76	5.03	5.01	4.95	4.69
60	66	4.83	5.14	5.12	5.05	4.76
61	67	4.94	5.25	5.23	5.15	4.82
62	68	5.02	5.38	5.35	5.26	4.88
63	69	5.10	5.51	5.48	5.37	4.95
64	70	5.24	5.65	5.61	5.49	5.01
65	71	5.33	5.80	5.76	5.62	5.07
66	72	5.42	5.96	5.91	5.75	5.14
67	73	5.58	6.14	6.08	5.89	5.20
68	74	5.68	6.32	6.25	6.03	5.25
69	75	5.78	6.52	6.43	6.18	5.31
70	76	5.96	6.73	6.63	6.33	5.36
71	77	6.09	6.95	6.83	6.49	5.41
72	78	6.20	7.18	7.04	6.65	5.46
73	79	6.44	7.43	7.27	6.81	5.50
74	80 & over	6.56	7.70	7.51	6.98	5.54
75		6.68	7.99	7.76	7.15	5.57
76		6.97	8.29	8.02	7.32	5.60
77		7.10	8.62	8.30	7.49	5.63
78		7.23	8.97	8.50	7.67	5.65
79		7.60	9.34	8.90	7.84	5.67
80 & over		7.74	9.74	9.22	8.01	5.69

Option 6—Joint Life Income (Choice of Period Certain)• We will use the proceeds to make level payments while either of two beneficiaries is alive. We will make the first payment at the start of the first payment period. If a period certain is chosen, payments will continue to the end of the period if both beneficiaries die before the end of such period. If no period certain is chosen, all payments will cease with the last payment due before the death of the survivor. The table which follows shows the minimum payments for each \$1,000 placed under Option 6 for two beneficiaries (one male and one female) of the same age. Upon request, we will quote payments for any combination of ages and sexes not shown, or other available certain periods.

MINIMUM MONTHLY PAYMENT				MINIMUM MONTHLY PAYMENT			
Age*	No Years Certain	10 Years Certain	20 Years Certain	Age*	No Years Certain	10 Years Certain	20 Years Certain
40	\$3.42	\$3.42	\$3.42	61	\$4.25	\$4.25	\$4.22
41	3.44	3.44	3.44	62	4.32	4.32	4.28
42	3.47	3.47	3.47	63	4.39	4.39	4.35
43	3.49	3.49	3.49	64	4.47	4.46	4.41
44	3.52	3.52	3.52	65	4.55	4.54	4.48
45	3.55	3.55	3.55	66	4.64	4.63	4.55
46	3.58	3.58	3.58	67	4.73	4.72	4.62
47	3.61	3.61	3.61	68	4.83	4.81	4.69
48	3.64	3.64	3.64	69	4.93	4.92	4.76
49	3.67	3.67	3.67	70	5.04	5.02	4.84
50	3.71	3.71	3.71	71	5.16	5.14	4.91
51	3.75	3.75	3.74	72	5.28	5.26	4.99
52	3.79	3.79	3.78	73	5.42	5.38	5.06
53	3.83	3.83	3.82	74	5.56	5.52	5.13
54	3.87	3.87	3.86	75	5.71	5.66	5.20
55	3.92	3.92	3.91	76	5.88	5.80	5.27
56	3.97	3.97	3.96	77	6.05	5.96	5.33
57	4.02	4.02	4.00	78	6.24	6.12	5.39
58	4.07	4.07	4.06	79	6.43	6.29	5.44
59	4.13	4.13	4.11	80 & over	6.64	6.46	5.49
60	4.19	4.19	4.16				

*Age of each beneficiary - (1 Male and 1 Female)

Option 7—Joint and One-Half Life Income (Choice of Period Certain)• We will use the proceeds to make payments while either of two beneficiaries (called the first beneficiary and the second beneficiary) is alive. We will make the first payment at the start of the first payment period. After the death of the first beneficiary, the amount of the payments will be reduced by one-half. If a period certain is chosen, payments will continue to the end of that period and will not be reduced, even if both beneficiaries die before the end of such period. If no period certain is chosen, all payments will cease with the last payment due before the death of the survivor.

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The table which follows shows the initial minimum payments for each \$1,000 placed under Option 7 for two beneficiaries (a male first beneficiary and a female second beneficiary) of the same age. Upon request, we will quote payments for any combination of ages and sexes not shown, or other available certain periods.

MINIMUM MONTHLY PAYMENT			MINIMUM MONTHLY PAYMENT		
Age*	No Years Certain	10 Years Certain	Age*	No Years Certain	10 Years Certain
40	\$3.60	\$3.59	61	\$4.70	\$4.66
41	3.63	3.62	62	4.79	4.74
42	3.66	3.66	63	4.89	4.83
43	3.69	3.69	64	4.99	4.93
44	3.73	3.72	65	5.10	5.03
45	3.77	3.76	66	5.22	5.13
46	3.81	3.80	67	5.34	5.24
47	3.85	3.84	68	5.47	5.35
48	3.89	3.88	69	5.61	5.47
49	3.93	3.92	70	5.76	5.60
50	3.98	3.97	71	5.92	5.73
51	4.03	4.02	72	6.09	5.87
52	4.08	4.07	73	6.27	6.01
53	4.14	4.12	74	6.46	6.16
54	4.20	4.18	75	6.66	6.31
55	4.26	4.23	76	6.88	6.47
56	4.32	4.30	77	7.11	6.64
57	4.39	4.36	78	7.36	6.80
58	4.46	4.43	79	7.62	6.98
59	4.53	4.50	80 & over	7.90	7.15
60	4.62	4.58			

*Age of each beneficiary - (1 Male and 1 Female)

The amount of the payments under Option 4, 5, 6, or 7 will not be less than the amount shown in the table which applies. If our rates for single premium immediate annuities as of the date of the first payment provide larger payments than those guaranteed in this policy, they will be used as the basis for determining the amount of the payments. The payments will be based on the age at nearest birthday and sex of each person on whose life they are based. We will need proof of date of birth before we can make any payment. If an age or sex on which the payments are based is not correct, we will determine the amount of all payments on the correct basis. If the payments for a longer period certain are equal to those for the requested period, the longer period will be deemed to have been requested.

The tables which appear with Options 3, 4, 5, 6, and 7 show the minimum monthly payment for each option. The amount of each minimum payment to be made during the periods shown below will be computed by multiplying the monthly payment by the factor shown.

Period	Factor
3 months	2.991
6 months	5.957
12 months	11.813

We may change the frequency of payments so that the payment is at least \$50. We will pay in one sum any amount which results in a minimum payment of less than \$100 a year.

Option 8—Deferred Income—We will use the proceeds to make payments after a deferral period selected by the beneficiary.

During the deferral period, we will credit interest at a rate to be determined by us, but not less than an effective rate of $3\frac{1}{2}\%$ a year.

At the end of the deferral period, the proceeds held, including interest, will be used to provide an income under Options 1 through 7 above.

During the deferral period, this option may be surrendered for its then current value.

If the beneficiary dies during the deferral period, the proceeds held at that time, including interest, will be paid to the contingent beneficiary.

Unless such rights have been withheld, the beneficiary may, upon request, withdraw the amount held under Option 1, 2, or 8, or have us make a one-sum payment of the present value of the future minimum payments certain under Option 3 or of the future payments certain under Option 4, 5, 6, or 7. To compute the present value under Option 4, 5, 6, or 7, we will use the interest rate which was used to determine the amount of the payments certain. If we receive a request for the one-sum payment within 90 days after the insured dies and before any payment has been made under Option 4, 5, 6, or 7, we will pay the full amount which was placed under such option.

24 Deferral of Payment

We may defer any payment due upon request for a loan, for the cash surrender value, or for a partial withdrawal of the cash surrender value, or for a one-sum payment under a payment option. We may defer payment for the period permitted by law but not for longer than 6 months. We will not defer payment of an amount used to pay premiums to us.

We will not charge or pay interest on a loan for the period for which we defer payment. We will pay interest on the amount of any other payment we defer for more than 30 days at the rate which we then credit on proceeds held under Option 1.

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Maximum Monthly Cost of Insurance Rates and Net Single Premiums, Per \$1,000, Based on the 1980 Commissioners Standard Ordinary Smoker/Non-Smoker Mortality and Interest of 4% Per Year.

MALE NON-SMOKER INSURED-STANDARD ISSUE					
Age	Cost of Insurance Rates	Net Single Premiums	Age	Cost of Insurance Rates	Net Single Premiums
0	\$.35	\$ 81.11	50	\$.41	\$ 381.82
1	.09	80.42	51	.45	394.02
2	.08	82.64	52	.49	406.50
3	.08	85.02	53	.54	419.25
4	.08	87.51	54	.59	432.24
5	.08	90.13	55	.65	445.46
6	.07	92.90	56	.72	458.89
7	.07	95.82	57	.79	472.52
8	.06	98.92	58	.87	486.36
9	.06	102.18	59	.96	500.40
10	.06	105.59	60	1.05	514.63
11	.06	109.15	61	1.16	529.01
12	.07	112.81	62	1.29	543.53
13	.08	116.55	63	1.43	558.15
14	.10	120.32	64	1.59	572.83
15	.11	124.10	65	1.76	587.52
16	.12	127.91	66	1.95	602.19
17	.13	131.76	67	2.16	616.85
18	.13	135.67	68	2.38	631.49
19	.14	139.69	69	2.62	646.09
20	.14	143.82	70	2.89	660.67
21	.14	148.11	71	3.25	675.16
22	.14	152.58	72	3.56	689.30
23	.13	157.27	73	3.97	703.41
24	.13	162.18	74	4.43	717.19
25	.13	167.33	75	4.92	730.57
26	.12	172.74	76	5.45	743.55
27	.12	178.40	77	6.01	756.14
28	.12	184.32	78	6.58	768.37
29	.12	190.50	79	7.19	780.31
30	.12	196.93	80	7.87	792.00
31	.12	203.63	81	8.62	803.40
32	.13	210.59	82	9.47	814.49
33	.13	217.81	83	10.42	825.17
34	.13	225.30	84	11.47	835.34
35	.14	233.04	85	12.59	844.96
36	.15	241.05	86	13.75	854.02
37	.16	249.33	87	14.95	862.59
38	.17	257.87	88	16.16	870.74
39	.18	266.68	89	17.41	878.62
40	.19	275.75	90	18.69	886.37
41	.21	285.10	91	20.05	894.16
42	.22	294.71	92	21.52	902.19
43	.24	304.61	93	23.16	910.71
44	.26	314.78	94	25.26	920.04
45	.28	325.24	95	28.27	930.43
46	.30	335.98	96	33.11	941.95
47	.32	347.00	97	41.68	954.50
48	.35	358.31	98	58.01	967.74
49	.36	369.92	99	90.91	980.56

If this policy was issued in a rated class, the cost of insurance rates shall be multiplied by the basic policy rated class factor shown on page 3.

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Flexible Premium Adjustable Life Policy
Adjustable Death Benefit
Flexible Premium Payments
Cash Surrender Value Payable on the Maturity Date
Nonparticipating - No Dividends

The Mutual Benefit Life Insurance Company in Rehabilitation
520 Broad Street, Newark, New Jersey 07102-3111

EXHIBIT C

MBL Life Assurance Corporation

**Actuarial Certification
Policy Forms C193 and JL93**

I hereby certify that the cash surrender values of policy forms C193 and JL93 will always equal or exceed the minimum values required by law, with or without riders attached.



**Gary J. Strunk, FSA, MAAA
Associate Actuary**

01/26/2006 10:00 AM

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

ACTUARIAL MEMORANDUM

ADJUSTABLE LIFE, FORM CI93

I. DESCRIPTION OF POLICY CHARACTERISTICS

This policy is a Flexible Premium Universal Life Insurance Policy which matures on the maturity date specified at issue.

A. Death Benefits

Insurance on the life of the insured is integrated with the Cash Value of the policy by means of the choice at issue of the Specified Amount and the Death Benefit Option.

Under Option A, the death benefit at any time is the greater of:

- (a) the Specified Amount, or
- (b) the Cash Value divided by the life net single premium on the guaranteed basis.

Under Option B, the death benefit at any time is the greater of:

- (a) the Specified Amount plus the Cash Value, or
- (b) the Cash Value divided by the life net single premium on the guaranteed basis.

Alternative (b) assures compliance with requirements of current federal tax statutes with respect to definition of life insurance.

01/26/2006 15:00:00

B. Premiums

The amount and schedule for payment of premiums are controlled by the owner. All premiums may be subject to a premium expense charge expressed as a percentage of the gross premium.

C. Cash Values

The Cash Values are an accumulation at interest of net premiums, less any stipulated expense charges, and less the periodic charges for pure term insurance on the insured's life based on the net amount at risk. See Section III.

D. Paid-Up Nonforfeiture Benefits

If the policyholder stops paying premiums, the policy will be continued as extended insurance. The rates and method for calculating the cost of this insurance and the method of calculating Cash Values will be the same as those used while on a premium-paying basis. The coverage will continue as long as the Cash Value supports the monthly deductions for expenses and purchase of term insurance or until the maturity date, whichever is sooner. The owner may resume premium payments at any time while the policy is still in force.

E. Maturity Benefit

If the insured is alive and the policy is still in force, the policy matures on the specified maturity date at which time the net Cash Value becomes payable. Upon request by the owner, we will defer maturity to a later date. The death benefit will then be equal to the Cash Value, accumulated with interest.

ORIGINAL FILED

F. Flexibility

Depending upon the relationship of the planned premium, Specified Amount, Cash Value, and Death Benefit Option, continuation of the coverage period could range from a very short term of coverage to the full period ending on the maturity date. The maturity date may be changed while the policy is in force to any policy anniversary after the end of the tenth policy year and prior to the anniversary nearest the insured's 100th birthday.

While the policy is in force after the first policy year, the owner may change the amount of planned future premiums and/or the Specified Amount. Decreases in the Specified Amount are permitted after the first policy year, but may not lower the Specified Amount of insurance below the minimum amount for which a new policy could be issued. Evidence of insurability is required for any increase in the Specified Amount of insurance.

ORIGINAL

II. BASIS OF VALUES

(Minimum cash values and reserves are based on the 1980 Commissioners Standard Ordinary Smoker/Non-Smoker Mortality Table and Interest of 4% per year.)

A. Interest

The minimum guaranteed interest rate applied in the calculation of Cash Values under this policy is stated in the contract. The company may apply higher rates of interest in the calculation of Cash Values. One such higher rate of interest is applied to any excess of the Cash Value over the amount of any loan outstanding against the policy while a second such interest rate is applied to the portion of the Cash Value equal to any outstanding loan balance.

Because of the retrospective approach used to calculate Cash Values, the use of an interest rate greater than the guaranteed rate produces Cash Values greater than those which would be realized if the guaranteed rate is used.

B. Cost of Insurance

The guaranteed maximum cost of insurance rates applied in the calculation of Cash Values under this policy are stated in the contract. The company may use modified cost of insurance rates, applied in a uniform manner to all policies in a class, which produce lower costs of insurance. Use of such rates produces higher Cash Values than those calculated using the guaranteed rates. The classes to which a standard policy may be assigned, depending on the underwriting characteristics of the insured, are nine in number and are designated as: (1) Male Smoker, (2) Male Non-Smoker, (3) Male Aggregate, (4) Female Smoker, (5) Female Non-Smoker, (6) Female Aggregate, (7) Unisex Smoker, (8) Unisex Non-Smoker, and (9) Unisex Aggregate.

- C. The same basis of values applies to both premium-paying and extended insurance.

III. POLICY VALUE FORMULA

A. Retrospective Method

For this policy the ultimate plan of insurance at any point in time prior to the maturity date is unknown due to:

- (1) Freedom of choice given to the policyowner with respect to premium payments, death benefits and the maturity date;
- (2) The use of Cash Value interest rates greater than the guaranteed interest rate;
- (3) The calculation of monthly deductions using monthly cost of insurance rates less than the maximum guaranteed rates.

Therefore, to calculate policy values a retrospective method is used.

B. Definitions of Factors Involved in Calculation of Policy Value for Adjustable Life

- t = The number of months between the Policy Year Date and a Policy Processing Day.
- ICV_t = Cash Value on the Policy Processing Day (PPD) which is t months after the Policy Year Date (PYD).
- ECV_t = Cash Value at the end of the month whose PPD is t months after (PYD).
- EXP = The monthly expense charge, which is \$4.
- COL_t = The monthly cost of insurance for the death benefit, which depends on the net amount at risk and which is deducted on the PPD which is t months after the PYD.

- i_g = The guaranteed minimum policy value interest rate, 4%.
- i_z = The current cash value interest rate as declared from time to time.
- i_L = The cash value interest rate to be used for that part of the cash value which is equal to the amount of loan principal outstanding.
- L_t = The amount of loan principal outstanding on the last day of the policy month whose PPD is t months after the PYD.
- G_t = The gross amount of premiums received on or before the PPD which is $(t+1)$ months after the PYD, but after the PPD which is t months after the PYD.
- P_t = The net premium corresponding to G_t and equal to G_t less the premium expense charge, which cannot exceed 7.5%.
- R_t = The monthly cost of insurance rate for the death benefit on the PPD which is t months after the PYD. The rate depends on age at issue, policy duration, sex, smoking habits, and rating class of insured. The maximum rates are defined in Exhibit I.
- F_t = The Total Death Benefit calculated on the PPD which is t months after the PYD. For Option A, the Total Death Benefit is the greater of:
- 1) The Specified Amount, or
 - 2) The Cash Value divided by the Life Net Single Premium for the insured's age, sex, and smoking habits. See Table of Net Single Premiums in Exhibit I.

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For Option B, the Total Death Benefit is the greater of:

- 1) The Specified Amount plus the Cash Value, or
- 2) The Cash Value divided by the Life Net Single Premium for the insured's age, sex, and smoking habits. See Table of Net Single Premiums in Exhibit I.

G_1, P_1 = The gross and net amounts of the first premium payment on the FID.

C. Formulas for Cash Value Calculation

$$ICV_0 = P_1 - EXP - COI_0$$

$$COI_0 = R_0 \left[\frac{P_0}{(1+i_G)^{1/12}} - (P_1 - EXP) \right]$$

For $t \geq 1$:

$$ECV_{t-1} = (ICV_{t-1} - L_{t-1})(1+i_E)^{1/12} + L_{t-1}(1+i_L)^{1/12} + P_{t-1}$$

$$COI_t = R_t \left[\frac{P_t}{(1+i_G)^{1/12}} - (ECV_{t-1} - EXP) \right]$$

$$ICV_t = ECV_{t-1} - EXP - COI_t$$

IV. COMPARISON OF CASH VALUES WITH MINIMUM NONFORFEITURE REQUIREMENTS.

Due to the nature of the Adjustable Life policy, the measure of the nonforfeiture benefits is the Cash Value at the time that premium payments cease. The insurance coverage continues on the same basis as during the premium-paying period using the same cost of insurance and interest rates. So long as the policy does not lapse, the owner may resume premium payments at any time.

If the cash values in Section III are calculated using the guaranteed cost of insurance rates and the guaranteed interest rate, the resulting cash values will satisfy the minimum policy value requirement under the Standard Nonforfeiture Law provided the additional monthly expense charges for the first policy year are less than the initial expense allowance defined in the law.

There is no additional expense charge for the first policy year, and the permitted initial expense allowance is \$10.00 per thousand plus 125% of the net nonforfeiture premium for the policy subject to a maximum of \$60.00.

Thus the policy values for this policy are at least as great as those required by the Standard Nonforfeiture Law.


Gary J. Strunk, ASA, H.A.A.A.

EXHIBITS I - II

EXHIBIT I shows the guaranteed maximum monthly cost of insurance rate for each attained age. The cost of insurance rates, R_x , are derived as follows:

$$R_x = \frac{1/12(q_x^{1980 \text{ CSO}})}{(1 - 1/12 q_x^{1980 \text{ CSO}})} \text{ rounded to dollars and cents per \$1000,}$$

where x is the insured's age and $q_x^{1980 \text{ CSO}}$ is the annual mortality rate at age x according to the appropriate 1980 CSO Table. These rates assume that the monthly mortality rate is one-twelfth the annual mortality rate. For a policy issued in a rated class, these cost of insurance rates shall be multiplied by the basic policy rated class factor shown on page 3 of the policy.

Exhibit II shows the Net Single Premiums per \$1000, based on the appropriate 1980 CSO Table, and interest of 4% per year.

The Net Single Premiums are for a whole life benefit assumed payable at the moment of death which is approximated by assuming payment at the middle of the year.

Exhibit T

page 1 of 2

1980 CSO GUARANTEED COI

AGE	SMOK	MALE NONSM	ACGR	SMOK	FEMALE NONSM	ACGR	SMOK	UNISEX NONSM	ACGR
0	0.35	0.35	0.35	0.24	0.24	0.24	0.33	0.33	0.33
1	0.09	0.09	0.09	0.07	0.07	0.07	0.09	0.09	0.09
2	0.08	0.08	0.08	0.07	0.07	0.07	0.08	0.08	0.08
3	0.08	0.08	0.08	0.07	0.07	0.07	0.08	0.08	0.08
4	0.08	0.08	0.08	0.06	0.06	0.06	0.08	0.08	0.08
5	0.08	0.08	0.08	0.06	0.06	0.06	0.07	0.07	0.07
6	0.07	0.07	0.07	0.06	0.06	0.06	0.07	0.07	0.07
7	0.07	0.07	0.07	0.06	0.06	0.06	0.07	0.07	0.07
8	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
9	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
10	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
11	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
12	0.07	0.07	0.07	0.06	0.06	0.06	0.07	0.07	0.07
13	0.08	0.08	0.08	0.06	0.06	0.06	0.08	0.08	0.08
14	0.10	0.10	0.10	0.07	0.07	0.07	0.09	0.09	0.09
15	0.14	0.11	0.11	0.08	0.07	0.07	0.13	0.10	0.10
16	0.16	0.12	0.13	0.08	0.07	0.08	0.14	0.11	0.12
17	0.17	0.13	0.14	0.09	0.08	0.08	0.15	0.12	0.13
18	0.18	0.13	0.15	0.09	0.08	0.08	0.16	0.12	0.14
19	0.19	0.14	0.16	0.09	0.08	0.09	0.17	0.13	0.14
20	0.19	0.14	0.16	0.10	0.08	0.09	0.17	0.13	0.15
21	0.19	0.14	0.16	0.10	0.09	0.09	0.18	0.13	0.15
22	0.19	0.14	0.16	0.10	0.09	0.09	0.17	0.13	0.14
23	0.19	0.13	0.16	0.10	0.09	0.09	0.17	0.13	0.14
24	0.18	0.13	0.15	0.11	0.09	0.10	0.17	0.12	0.14
25	0.18	0.13	0.15	0.11	0.09	0.10	0.16	0.12	0.14
26	0.17	0.12	0.14	0.11	0.09	0.10	0.16	0.12	0.14
27	0.17	0.12	0.14	0.12	0.10	0.10	0.16	0.12	0.13
28	0.17	0.12	0.14	0.12	0.10	0.11	0.16	0.12	0.13
29	0.17	0.12	0.14	0.12	0.10	0.11	0.16	0.12	0.14
30	0.18	0.12	0.14	0.13	0.10	0.11	0.17	0.12	0.14
31	0.18	0.12	0.15	0.13	0.11	0.12	0.17	0.12	0.14
32	0.19	0.13	0.15	0.14	0.11	0.12	0.18	0.12	0.15
33	0.20	0.13	0.16	0.15	0.11	0.13	0.19	0.13	0.15
34	0.21	0.13	0.17	0.16	0.12	0.13	0.20	0.13	0.16
35	0.22	0.14	0.18	0.16	0.12	0.14	0.21	0.14	0.17
36	0.23	0.15	0.19	0.17	0.13	0.15	0.22	0.14	0.18
37	0.25	0.16	0.20	0.19	0.14	0.16	0.24	0.15	0.19
38	0.28	0.17	0.22	0.21	0.15	0.17	0.26	0.16	0.21
39	0.30	0.18	0.23	0.23	0.16	0.19	0.29	0.18	0.22
40	0.33	0.19	0.25	0.25	0.17	0.20	0.31	0.19	0.24
41	0.36	0.21	0.27	0.28	0.19	0.22	0.35	0.20	0.26
42	0.40	0.22	0.30	0.30	0.20	0.24	0.38	0.22	0.29
43	0.44	0.24	0.32	0.33	0.22	0.26	0.41	0.23	0.31
44	0.48	0.26	0.35	0.36	0.23	0.28	0.45	0.25	0.33
45	0.52	0.28	0.38	0.38	0.25	0.30	0.50	0.27	0.36
46	0.57	0.30	0.41	0.41	0.27	0.32	0.54	0.29	0.39
47	0.62	0.32	0.44	0.44	0.28	0.34	0.58	0.32	0.42
48	0.67	0.35	0.48	0.47	0.30	0.36	0.63	0.34	0.45
49	0.73	0.38	0.52	0.51	0.33	0.39	0.69	0.37	0.49

with new data

Exhibit I

Page 2 of 2

1980 CSO GUARANTEED COI

AGE	SMOK	MALE NONSM	ACGR	SMOK	FEMALE NONSM	ACGR	SMOK	UNISEX NONSM	ACGR
50	0.79	0.41	0.56	0.55	0.35	0.41	0.74	0.40	0.53
51	0.87	0.45	0.61	0.58	0.38	0.44	0.81	0.43	0.58
52	0.95	0.49	0.66	0.63	0.40	0.48	0.89	0.47	0.63
53	1.05	0.54	0.73	0.68	0.44	0.51	0.97	0.52	0.68
54	1.15	0.59	0.80	0.73	0.47	0.55	1.07	0.57	0.75
55	1.24	0.65	0.87	0.78	0.51	0.59	1.16	0.62	0.82
56	1.38	0.72	0.94	0.84	0.55	0.63	1.27	0.68	0.89
57	1.51	0.79	1.04	0.89	0.59	0.67	1.38	0.75	0.97
58	1.64	0.87	1.13	0.94	0.62	0.71	1.50	0.82	1.05
59	1.78	0.94	1.23	0.99	0.66	0.75	1.62	0.90	1.13
60	1.94	1.05	1.34	1.04	0.71	0.79	1.75	0.98	1.23
61	2.11	1.16	1.46	1.11	0.76	0.84	1.90	1.08	1.34
62	2.30	1.29	1.60	1.20	0.83	0.91	2.07	1.19	1.46
63	2.53	1.43	1.76	1.32	0.92	1.00	2.26	1.32	1.60
64	2.77	1.59	1.93	1.45	1.02	1.11	2.48	1.47	1.76
65	3.03	1.76	2.12	1.59	1.13	1.22	2.71	1.63	1.93
66	3.31	1.95	2.33	1.74	1.25	1.34	2.95	1.81	2.11
67	3.60	2.16	2.54	1.89	1.37	1.45	3.20	1.99	2.31
68	3.89	2.38	2.77	2.02	1.49	1.57	3.46	2.19	2.51
69	4.21	2.62	3.02	2.17	1.62	1.70	3.73	2.41	2.73
70	4.56	2.89	3.30	2.33	1.77	1.85	4.02	2.65	2.97
71	4.95	3.25	3.62	2.54	1.95	2.02	4.35	2.97	3.24
72	5.39	3.56	3.99	2.80	2.17	2.24	4.74	3.25	3.58
73	5.89	3.97	4.41	3.12	2.44	2.52	5.17	3.63	3.96
74	6.43	4.43	4.87	3.49	2.76	2.84	5.65	4.05	4.39
75	7.03	4.92	5.38	3.90	3.12	3.20	6.18	4.51	4.84
76	7.65	5.45	5.91	4.35	3.52	3.59	6.72	5.00	5.33
77	8.28	6.01	6.47	4.81	3.94	4.02	7.27	5.51	5.84
78	8.90	6.58	7.04	5.30	4.40	4.47	7.82	6.05	6.37
79	9.55	7.19	7.65	5.82	4.89	4.97	8.39	6.62	6.93
80	10.24	7.87	8.31	6.40	5.46	5.53	9.01	7.25	7.54
81	10.99	8.62	9.04	7.05	6.10	6.17	9.68	7.96	8.23
82	11.82	9.47	9.87	7.80	6.85	6.91	10.44	8.76	9.01
83	12.75	10.42	10.80	8.65	7.71	7.77	11.29	9.68	9.90
84	13.73	11.47	11.83	9.65	8.66	8.73	12.23	10.68	10.88
85	14.73	12.59	12.91	10.65	9.71	9.77	13.18	11.76	11.92
86	15.73	13.75	14.04	11.79	10.83	10.89	14.18	12.88	13.01
87	16.78	14.95	15.17	12.89	12.04	12.09	15.15	14.06	14.16
88	17.76	16.16	16.37	14.13	13.31	13.36	16.23	15.27	15.33
89	18.81	17.41	17.58	15.32	14.67	14.71	17.30	16.52	16.56
90	19.86	18.69	18.83	16.69	16.12	16.15	18.45	17.84	17.86
91	20.94	20.05	20.15	18.16	17.69	17.71	19.68	19.25	19.24
92	22.09	21.52	21.58	19.76	19.42	19.44	21.91	20.78	20.77
93	23.57	23.16	23.20	21.59	21.40	21.41	24.2	22.53	22.50
94	25.48	25.26	25.28	23.83	23.83	23.83	26.59	24.75	24.71
95	28.27	28.27	28.27	27.16	27.16	27.16	29.72	27.85	27.83
96	33.11	33.11	33.11	32.32	32.32	32.32	32.71	32.82	32.79
97	41.68	41.68	41.68	41.21	41.21	41.21	41.45	41.52	41.46
98	58.01	58.01	58.01	57.81	57.81	57.81	57.89	57.94	57.96
99	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91

COI and CSO

Exhibit II

Page 1 of 2

1980 CSO NSP AT 4 X

AGE	SHOK	MALE NONSM	ACGR	SHOK	FEMALE NONSM	ACGR	SHOK	UNISEX NONSM	ACGR
0	97.02	81.11	84.96	77.48	69.43	71.64	93.21	78.79	83.94
1	97.05	80.42	84.53	77.86	69.46	71.77	93.29	78.25	83.43
2	99.95	82.64	89.00	80.16	71.41	73.81	94.07	80.42	84.00
3	103.04	85.02	91.64	82.60	73.51	75.99	99.04	82.75	88.56
4	106.26	87.51	94.40	85.17	75.70	78.29	102.14	85.18	91.23
5	109.65	90.13	97.30	87.86	78.00	80.70	105.39	87.74	94.04
6	113.22	92.90	100.37	90.67	80.40	83.22	108.82	90.44	96.99
7	116.97	95.82	103.60	93.62	82.94	85.87	112.40	93.28	100.11
8	120.93	98.92	107.01	96.70	85.59	88.63	116.20	96.28	103.37
9	125.09	102.18	110.60	99.92	88.36	91.53	120.17	99.45	106.84
10	129.44	105.59	114.35	103.29	91.25	94.54	124.32	102.75	110.45
11	133.97	109.15	118.27	106.80	94.27	97.70	128.66	106.20	114.22
12	138.65	112.81	122.31	110.44	97.41	100.98	133.14	109.76	118.11
13	143.45	116.55	126.44	114.21	100.65	104.36	137.73	113.40	122.09
14	148.32	120.32	130.62	118.10	103.99	107.86	142.41	117.09	126.13
15	153.26	124.10	134.83	122.11	107.42	111.45	147.17	120.79	130.22
16	157.97	127.91	139.05	126.16	110.93	115.13	151.74	124.55	134.33
17	162.69	131.76	143.29	130.32	114.59	118.92	156.34	128.36	138.48
18	167.45	135.67	147.57	134.61	118.35	122.83	161.01	132.23	142.68
19	172.31	139.69	151.92	139.04	122.23	126.86	165.79	136.23	146.97
20	177.30	143.82	156.39	143.61	126.25	131.04	170.69	140.34	151.30
21	182.46	148.11	161.02	148.34	130.37	135.35	175.75	144.59	155.73
22	187.82	152.58	165.82	153.25	134.71	139.83	181.02	149.03	160.46
23	193.43	157.27	170.86	158.34	139.19	144.46	186.51	153.67	165.62
24	199.31	162.18	176.12	163.62	143.84	149.27	192.27	158.52	170.79
25	205.48	167.33	181.64	169.08	148.65	154.25	198.29	163.60	176.20
26	211.97	172.74	187.43	174.75	153.65	159.42	204.62	168.92	181.86
27	218.79	178.40	193.50	180.61	158.83	164.77	211.23	174.49	187.70
28	225.90	184.32	199.84	186.69	164.21	170.34	218.14	180.30	193.96
29	233.34	190.50	206.45	192.98	169.79	176.08	225.34	186.36	200.40
30	241.06	196.93	213.33	199.49	175.56	182.04	232.83	192.65	207.09
31	249.09	203.63	220.48	206.21	181.54	188.21	240.59	199.21	214.04
32	257.40	210.59	227.89	213.16	187.74	194.58	248.63	206.02	221.25
33	266.00	217.81	235.57	220.34	194.17	201.19	256.95	213.08	228.72
34	274.90	225.30	243.51	227.77	200.83	208.02	265.54	220.40	236.43
35	284.07	233.04	251.71	235.42	207.72	215.08	274.41	227.97	244.41
36	293.52	241.05	260.18	243.33	214.85	222.36	283.55	235.80	252.64
37	303.25	249.33	268.91	251.46	222.19	229.86	292.75	243.89	261.12
38	313.23	257.87	277.88	259.78	229.76	237.50	302.59	252.25	269.84
39	323.46	266.68	287.10	268.30	237.55	245.51	312.48	260.85	278.81
40	333.93	275.75	296.57	277.01	245.56	253.64	322.59	269.71	288.00
41	344.62	285.10	306.28	285.89	253.78	261.95	332.91	278.83	297.42
42	355.53	294.71	316.22	294.91	262.23	270.45	343.43	288.21	307.06
43	366.64	304.61	326.39	304.10	270.88	279.14	354.15	297.86	316.94
44	377.96	314.78	336.81	313.47	279.78	288.04	365.06	307.77	327.05
45	389.48	325.24	347.46	323.03	288.93	297.16	376.18	317.97	337.37
46	401.18	335.98	358.35	332.78	298.32	306.51	387.47	328.44	347.97
47	413.08	347.00	369.48	342.74	307.99	316.10	398.96	339.19	358.78
48	425.18	358.31	380.87	352.91	317.92	325.94	410.65	350.22	369.84
49	437.48	369.92	392.50	363.29	328.10	336.02	422.54	361.54	381.15

015-1-2-3-4-5-6-7-8-9

Exhibit II

1-30 2.02

1980 CSD NSP AT 4 2

AGE	MALE			FEMALE			UNISEX		
	SHOK	NONSH	ACGR	SHOK	NONSH	ACGR	SHOK	NONSH	ACGR
50	449.77	381.82	404.38	373.89	338.58	346.34	434.61	373.15	392.78
51	462.48	394.82	416.51	384.69	349.31	356.91	446.98	385.86	404.50
52	475.50	406.50	428.85	395.71	360.32	367.72	459.31	397.23	416.82
53	488.45	419.25	441.40	406.93	371.59	378.78	471.84	409.68	428.78
54	501.49	432.24	454.13	418.32	383.10	390.84	484.51	422.34	441.26
55	514.58	445.46	467.01	429.89	394.88	401.58	497.21	435.28	453.74
56	527.71	458.89	480.04	441.65	406.91	413.34	509.98	448.41	466.47
57	540.87	472.82	493.21	453.62	419.24	425.37	522.81	461.76	479.36
58	554.08	486.36	506.53	465.85	431.84	437.78	535.71	475.33	492.43
59	567.34	500.40	520.00	478.42	444.83	450.39	548.69	489.13	505.68
60	580.64	514.43	533.62	491.27	458.15	463.43	561.77	502.14	519.11
61	594.01	529.01	547.36	504.47	471.82	476.82	574.93	517.33	532.71
62	607.35	543.53	561.21	517.95	485.79	490.53	588.12	531.70	546.44
63	620.63	558.15	575.13	531.64	500.04	504.51	601.78	546.20	560.27
64	633.72	572.83	589.06	545.42	514.48	518.67	614.35	560.77	574.14
65	646.78	587.52	602.97	559.26	529.05	532.97	627.28	575.37	588.62
66	659.58	602.19	616.85	573.12	543.76	547.40	640.05	589.98	601.88
67	672.20	616.85	630.69	587.04	558.61	561.97	652.68	604.69	615.74
68	684.66	631.49	644.49	601.07	573.63	576.73	665.20	619.22	629.59
69	697.04	646.69	658.27	615.33	588.88	591.73	677.66	633.86	643.48
70	709.38	660.67	672.02	629.79	604.37	607.08	690.08	648.51	657.38
71	721.42	675.16	685.70	644.50	620.07	622.50	702.43	663.13	671.27
72	733.35	689.30	699.24	659.30	635.91	638.15	714.65	677.58	685.08
73	745.08	703.41	712.57	674.07	651.78	653.84	726.66	691.85	698.73
74	756.29	717.19	725.59	688.67	667.56	669.44	738.35	705.91	712.11
75	767.18	730.57	738.23	702.99	683.14	684.85	749.68	719.62	725.17
76	777.58	743.55	750.47	716.99	698.48	700.02	760.58	732.96	737.87
77	787.52	756.14	762.33	730.66	713.54	714.92	771.07	745.94	750.23
78	797.07	768.37	773.85	744.94	728.36	729.57	781.25	758.60	762.29
79	806.35	780.31	785.12	757.19	742.95	744.01	791.20	770.99	774.12
80	815.41	792.00	796.16	770.15	757.32	758.24	800.98	783.16	785.74
81	824.25	803.40	806.97	782.89	771.44	772.24	810.61	795.07	797.20
82	832.83	814.49	817.50	795.36	785.23	785.92	820.04	806.67	808.38
83	841.09	825.17	827.68	807.46	798.59	799.17	829.20	817.89	819.21
84	848.93	835.34	837.39	819.11	811.40	811.70	838.01	828.61	829.60
85	856.32	844.96	846.59	830.13	823.65	824.66	846.39	838.88	839.51
86	863.31	854.02	855.30	840.69	835.30	835.64	854.43	848.46	848.93
87	870.01	862.59	863.56	850.68	847.42	848.68	862.17	857.66	857.93
88	876.59	870.74	871.47	860.37	857.05	857.25	869.79	866.45	866.59
89	883.02	878.62	879.14	869.67	867.30	867.44	877.26	874.97	875.81
90	889.47	886.37	886.72	878.96	877.26	877.36	884.80	883.36	883.33
91	896.14	894.16	894.38	888.17	887.08	887.15	892.52	891.74	891.48
92	903.32	902.19	902.31	897.53	896.94	896.97	900.62	900.36	900.28
93	911.31	910.71	910.76	907.26	907.04	907.06	909.38	909.40	909.31
94	920.26	920.04	920.07	917.65	917.65	917.65	918.99	919.19	919.10
95	930.43	930.43	930.43	929.01	929.01	929.01	929.70	929.90	929.84
96	941.95	941.95	941.95	941.20	941.20	941.20	941.60	941.70	941.63
97	954.50	954.50	954.50	954.25	954.25	954.25	954.42	954.42	954.39
98	967.74	967.74	967.74	967.61	967.61	967.61	967.60	967.60	967.59
99	980.58	980.58	980.58	980.58	980.58	980.58	980.58	980.58	980.58
100	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00

Exhibit I

page 1 of 2

1980 CSO GUARANTEED COI

AGE	SMOK	MALE NONSM	ACGR	SMOK	FEMALE NONSM	ACGR	SMOK	UNISEX NONSM	ACGR
0	0.35	0.35	0.35	0.24	0.24	0.24	0.33	0.33	0.33
1	0.09	0.09	0.09	0.07	0.07	0.07	0.09	0.09	0.09
2	0.08	0.08	0.08	0.07	0.07	0.07	0.08	0.08	0.08
3	0.08	0.08	0.08	0.07	0.07	0.07	0.08	0.08	0.08
4	0.08	0.08	0.08	0.06	0.06	0.06	0.08	0.08	0.08
5	0.08	0.08	0.08	0.06	0.06	0.06	0.08	0.08	0.08
6	0.07	0.07	0.07	0.06	0.06	0.06	0.07	0.07	0.07
7	0.07	0.07	0.07	0.06	0.06	0.06	0.07	0.07	0.07
8	0.06	0.06	0.06	0.06	0.06	0.06	0.07	0.07	0.07
9	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
10	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
11	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
12	0.07	0.07	0.07	0.06	0.06	0.06	0.07	0.07	0.07
13	0.08	0.08	0.08	0.06	0.06	0.06	0.08	0.08	0.08
14	0.10	0.10	0.10	0.07	0.07	0.07	0.09	0.09	0.09
15	0.14	0.11	0.11	0.08	0.07	0.07	0.13	0.10	0.10
16	0.16	0.12	0.13	0.08	0.07	0.08	0.14	0.11	0.12
17	0.17	0.13	0.14	0.09	0.08	0.08	0.15	0.12	0.13
18	0.18	0.13	0.15	0.09	0.08	0.08	0.16	0.12	0.14
19	0.19	0.14	0.16	0.09	0.08	0.09	0.17	0.13	0.14
20	0.19	0.14	0.16	0.10	0.08	0.09	0.17	0.13	0.15
21	0.19	0.14	0.16	0.10	0.09	0.09	0.18	0.13	0.15
22	0.19	0.14	0.16	0.10	0.09	0.09	0.17	0.13	0.14
23	0.19	0.13	0.16	0.10	0.09	0.09	0.17	0.13	0.14
24	0.18	0.13	0.15	0.11	0.09	0.10	0.17	0.12	0.14
25	0.18	0.13	0.15	0.11	0.09	0.10	0.16	0.12	0.14
26	0.17	0.12	0.14	0.11	0.09	0.10	0.16	0.12	0.14
27	0.17	0.12	0.14	0.12	0.10	0.10	0.16	0.12	0.13
28	0.17	0.12	0.14	0.12	0.10	0.11	0.16	0.12	0.13
29	0.17	0.12	0.14	0.12	0.10	0.11	0.16	0.12	0.14
30	0.18	0.12	0.14	0.13	0.10	0.11	0.17	0.12	0.14
31	0.18	0.12	0.15	0.13	0.11	0.12	0.17	0.12	0.14
32	0.19	0.13	0.15	0.14	0.11	0.12	0.18	0.12	0.15
33	0.20	0.13	0.16	0.15	0.11	0.13	0.19	0.13	0.15
34	0.21	0.13	0.17	0.16	0.12	0.13	0.20	0.13	0.16
35	0.22	0.14	0.18	0.16	0.12	0.14	0.21	0.14	0.17
36	0.23	0.15	0.19	0.17	0.13	0.15	0.22	0.14	0.18
37	0.25	0.16	0.20	0.19	0.14	0.16	0.24	0.15	0.19
38	0.28	0.17	0.22	0.21	0.15	0.17	0.26	0.16	0.21
39	0.30	0.18	0.23	0.23	0.16	0.19	0.29	0.18	0.22
40	0.33	0.19	0.25	0.25	0.17	0.20	0.31	0.19	0.24
41	0.36	0.21	0.27	0.28	0.19	0.22	0.35	0.20	0.26
42	0.40	0.22	0.30	0.30	0.20	0.24	0.38	0.22	0.29
43	0.44	0.24	0.32	0.33	0.22	0.26	0.41	0.23	0.31
44	0.48	0.26	0.35	0.36	0.23	0.28	0.45	0.25	0.33
45	0.52	0.28	0.38	0.38	0.25	0.30	0.50	0.27	0.36
46	0.57	0.30	0.41	0.41	0.27	0.32	0.54	0.29	0.39
47	0.62	0.32	0.44	0.44	0.28	0.34	0.58	0.32	0.42
48	0.67	0.35	0.48	0.47	0.30	0.36	0.63	0.34	0.45
49	0.73	0.38	0.52	0.51	0.33	0.39	0.69	0.37	0.49

Exhibit I

Page 2.42

1980 CSD GUARANTEED COI

AGE	SMOK	MALE NONSM	ACGR	SMOK	FEMALE NONSM	ACGR	SMOK	UNISEX NONSM	ACGR
50	0.79	0.41	0.56	0.55	0.35	0.41	0.74	0.40	0.53
51	0.87	0.45	0.61	0.58	0.38	0.44	0.81	0.43	0.58
52	0.95	0.49	0.66	0.63	0.40	0.48	0.89	0.47	0.63
53	1.05	0.54	0.73	0.68	0.44	0.51	0.97	0.52	0.68
54	1.15	0.59	0.80	0.73	0.47	0.55	1.07	0.57	0.75
55	1.26	0.65	0.87	0.78	0.51	0.59	1.16	0.62	0.82
56	1.38	0.72	0.94	0.84	0.55	0.63	1.27	0.68	0.89
57	1.51	0.79	1.04	0.89	0.59	0.67	1.38	0.75	0.97
58	1.64	0.87	1.13	0.94	0.62	0.71	1.50	0.82	1.05
59	1.78	0.96	1.23	0.99	0.66	0.75	1.62	0.90	1.13
60	1.94	1.05	1.34	1.04	0.71	0.79	1.75	0.98	1.23
61	2.11	1.16	1.46	1.11	0.76	0.84	1.90	1.08	1.34
62	2.30	1.29	1.60	1.20	0.83	0.91	2.07	1.19	1.46
63	2.53	1.43	1.76	1.32	0.92	1.00	2.26	1.32	1.60
64	2.77	1.59	1.93	1.45	1.02	1.11	2.48	1.47	1.76
65	3.03	1.76	2.12	1.59	1.13	1.22	2.71	1.63	1.93
66	3.31	1.95	2.33	1.74	1.25	1.34	2.95	1.81	2.11
67	3.60	2.16	2.54	1.89	1.37	1.45	3.20	1.99	2.31
68	3.89	2.38	2.77	2.02	1.49	1.57	3.46	2.19	2.51
69	4.21	2.62	3.02	2.17	1.62	1.70	3.73	2.41	2.73
70	4.56	2.89	3.30	2.33	1.77	1.85	4.02	2.65	2.97
71	4.95	3.25	3.62	2.54	1.95	2.02	4.35	2.97	3.26
72	5.39	3.56	3.99	2.80	2.17	2.24	4.74	3.25	3.58
73	5.89	3.97	4.41	3.12	2.44	2.52	5.17	3.63	3.96
74	6.43	4.43	4.87	3.49	2.76	2.84	5.65	4.05	4.38
75	7.03	4.92	5.38	3.90	3.12	3.20	6.18	4.51	4.84
76	7.65	5.45	5.91	4.35	3.52	3.59	6.72	5.00	5.33
77	8.28	6.01	6.47	4.81	3.94	4.02	7.27	5.51	5.84
78	8.90	6.58	7.04	5.30	4.40	4.47	7.82	6.05	6.37
79	9.55	7.19	7.65	5.82	4.89	4.97	8.39	6.62	6.93
80	10.24	7.87	8.31	6.40	5.46	5.53	9.01	7.25	7.54
81	10.99	8.62	9.04	7.05	6.10	6.17	9.68	7.96	8.23
82	11.82	9.47	9.87	7.80	6.85	6.91	10.44	8.76	9.01
83	12.75	10.42	10.80	8.65	7.71	7.77	11.29	9.68	9.90
84	13.73	11.47	11.83	9.65	8.66	8.73	12.23	10.68	10.88
85	14.73	12.59	12.91	10.65	9.71	9.77	13.18	11.76	11.92
86	15.73	13.75	14.04	11.79	10.83	10.89	14.18	12.88	13.01
87	16.70	14.95	15.17	12.89	12.04	12.09	15.15	14.06	14.16
88	17.76	16.16	16.37	14.13	13.31	13.36	16.23	15.27	15.33
89	18.81	17.41	17.58	15.32	14.67	14.71	17.30	16.52	16.56
90	19.86	18.69	18.83	16.69	16.12	16.15	18.45	17.84	17.86
91	20.94	20.05	20.15	18.16	17.69	17.71	19.68	19.25	19.24
92	22.09	21.52	21.58	19.76	19.42	19.44	21.01	20.78	20.77
93	23.57	23.16	23.20	21.59	21.40	21.41	22.62	22.53	22.50
94	25.48	25.26	25.28	23.83	23.83	23.83	24.69	24.75	24.71
95	28.27	28.27	28.27	27.16	27.16	27.16	27.72	27.85	27.83
96	33.11	33.11	33.11	32.32	32.32	32.32	32.71	32.82	32.79
97	41.68	41.68	41.68	41.21	41.21	41.21	41.45	41.52	41.44
98	58.01	58.01	58.01	57.81	57.81	57.81	57.89	57.94	57.96
99	90.91	90.91	90.91	90.91	90.91	90.91	90.91	90.91	90.91

80 CSD ANB B/S/NS

CIR^c

80 CSD ANB B/S/NS

Table B

CIR^c

Exhibit II

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1980 CSD NSP AT 4 Z

AGE	SMOK	MALE NONSM	ACGR	SMOK	FEMALE NONSM	ACGR	SMOK	UNISEX NONSM	ACGR
0	97.02	81.11	86.94	77.48	69.43	71.64	93.21	78.79	83.94
1	97.05	80.42	86.53	77.84	69.46	71.77	93.29	78.25	83.63
2	99.95	82.64	89.00	80.16	71.41	73.81	94.07	80.42	84.00
3	103.04	85.02	91.64	82.60	73.51	75.99	99.04	82.75	88.54
4	104.26	87.51	94.40	85.17	75.78	78.29	102.14	85.18	91.23
5	109.65	90.13	97.30	87.86	78.00	80.70	105.39	87.74	94.04
6	113.22	92.90	100.37	90.67	80.40	83.22	108.82	90.44	96.99
7	116.97	95.82	103.60	93.62	82.94	85.87	112.40	93.28	100.11
8	120.93	98.92	107.01	96.70	85.59	88.63	116.20	96.28	103.39
9	125.09	102.18	110.60	99.92	88.36	91.53	120.17	99.45	106.84
10	129.44	105.59	114.35	103.29	91.25	94.54	124.32	102.75	110.45
11	133.97	109.15	118.27	106.80	94.27	97.70	128.66	106.20	114.22
12	138.65	112.81	122.31	110.44	97.41	100.98	133.14	109.76	118.11
13	143.45	116.55	126.44	114.21	100.65	104.36	137.73	113.40	122.09
14	148.32	120.32	130.62	118.10	103.99	107.86	142.41	117.09	126.13
15	153.26	124.10	134.83	122.11	107.42	111.45	147.17	120.79	130.22
16	157.97	127.91	139.05	126.16	110.95	115.13	151.74	124.55	134.30
17	162.69	131.76	143.29	130.32	114.59	118.92	156.34	128.36	138.40
18	167.45	135.67	147.57	134.61	118.35	122.83	161.01	132.23	142.65
19	172.31	139.69	151.92	139.04	122.23	126.86	165.79	136.23	146.97
20	177.30	143.82	156.39	143.61	126.25	131.04	170.69	140.34	151.36
21	182.46	148.11	161.02	148.34	130.39	135.35	175.75	144.59	155.91
22	187.82	152.58	165.82	153.25	134.71	139.83	181.02	149.03	160.64
23	193.43	157.27	170.86	158.34	139.19	144.46	186.51	153.67	165.62
24	199.31	162.18	176.12	163.62	143.84	149.27	192.27	158.52	170.78
25	205.48	167.33	181.64	169.08	148.65	154.25	198.29	163.60	176.20
26	211.97	172.74	187.43	174.75	153.65	159.42	204.62	168.92	181.86
27	218.79	178.40	193.50	180.61	158.83	164.77	211.23	174.49	187.78
28	225.90	184.32	199.84	186.69	164.21	170.34	218.14	180.30	193.96
29	233.34	190.50	206.45	192.98	169.79	176.00	225.34	186.36	200.40
30	241.06	196.93	213.33	199.49	175.56	182.04	232.83	192.65	207.09
31	249.09	203.63	220.48	206.21	181.54	188.21	240.59	199.21	214.04
32	257.40	210.59	227.89	213.16	187.74	194.58	248.63	206.02	221.25
33	266.00	217.81	235.57	220.34	194.17	201.19	256.95	213.00	228.72
34	274.90	225.30	243.51	227.77	200.83	208.02	265.54	220.40	236.43
35	284.07	233.04	251.71	235.42	207.72	215.08	274.41	227.97	244.41
36	293.52	241.05	260.10	243.33	214.85	222.36	283.55	235.80	252.64
37	303.25	249.33	268.91	251.46	222.19	229.86	292.70	243.89	261.12
38	313.23	257.87	277.88	259.78	229.76	237.58	302.59	252.25	269.84
39	323.46	266.68	287.10	268.30	237.55	245.51	312.48	260.85	278.81
40	333.93	275.75	296.57	277.01	245.56	253.64	322.59	269.71	288.00
41	344.62	285.10	306.28	285.89	253.78	261.95	332.91	278.83	297.42
42	355.53	294.71	316.22	294.91	262.23	270.45	343.43	288.21	307.06
43	366.64	304.61	326.39	304.10	270.88	279.14	354.15	297.86	316.94
44	377.94	314.70	336.81	313.47	279.78	288.04	365.06	307.77	327.05
45	389.48	325.24	347.46	323.03	288.93	297.16	376.18	317.97	337.39
46	401.18	335.98	358.35	332.78	298.32	306.51	387.47	328.44	347.97
47	413.08	347.00	369.48	342.74	307.99	316.10	398.96	339.19	358.78
48	425.18	358.31	380.87	352.91	317.92	325.94	410.65	350.22	369.84
49	437.48	369.92	392.50	363.29	328.10	336.02	422.54	361.54	381.15

AGE	MALE			FEMALE			UNISEX		
	SHOK	NONSH	AGGR	SHOK	NONSH	AGGR	SHOK	NONSH	AGGR
50	449.77	381.82	404.38	373.89	338.58	346.34	434.61	373.15	392.70
51	462.68	394.02	416.51	384.69	349.31	356.91	446.90	385.06	404.50
52	475.50	406.50	428.85	395.71	360.32	367.72	459.31	397.23	416.52
53	488.45	419.25	441.40	406.93	371.59	378.78	471.86	409.68	428.75
54	501.49	432.24	454.13	418.32	383.10	390.06	484.51	422.36	441.14
55	514.58	445.46	467.01	429.89	394.88	401.58	497.21	435.28	453.74
56	527.71	458.89	480.04	441.65	406.91	413.34	509.98	448.41	466.47
57	540.88	472.52	493.21	453.62	419.24	425.37	522.81	461.76	479.36
58	554.07	486.36	506.53	465.85	431.06	437.70	535.71	475.33	492.43
59	567.34	500.40	520.00	478.40	444.83	450.39	548.69	489.13	505.68
60	580.66	514.63	533.62	491.27	458.15	463.43	561.77	503.14	519.11
61	594.01	529.01	547.34	504.47	471.82	476.82	574.93	517.33	532.71
62	607.35	543.53	561.21	517.95	485.79	490.53	588.12	531.70	546.44
63	620.63	558.15	575.13	531.64	500.04	504.51	601.28	546.20	560.27
64	633.79	572.83	589.06	545.42	514.48	518.67	614.35	560.77	574.14
65	646.78	587.52	602.97	559.26	529.05	532.97	627.28	575.37	588.02
66	659.58	602.19	616.85	573.12	543.76	547.40	640.05	589.98	601.88
67	672.20	616.83	630.69	587.04	558.61	561.97	652.68	604.60	615.74
68	684.68	631.49	644.49	601.07	573.63	576.73	665.20	619.22	629.59
69	697.04	646.09	658.27	615.33	588.88	591.73	677.66	633.86	643.48
70	709.30	660.67	672.02	629.79	604.37	607.00	690.08	648.51	657.35
71	721.42	675.16	685.70	644.50	620.07	622.50	702.43	663.13	671.27
72	733.35	689.30	699.24	659.30	635.91	638.15	714.65	677.50	685.08
73	745.00	703.41	712.57	674.07	651.78	653.84	726.66	691.85	698.73
74	756.29	717.19	725.59	688.67	667.56	669.44	738.35	705.91	712.11
75	767.18	730.57	738.23	702.99	683.14	684.85	749.68	719.62	725.11
76	777.58	743.55	750.47	716.99	698.48	700.02	760.58	732.96	737.07
77	787.52	756.14	762.30	730.66	713.54	714.92	771.07	745.94	750.23
78	797.07	768.37	773.95	744.04	728.36	729.57	781.25	758.60	762.29
79	806.35	780.31	785.12	757.19	742.95	744.01	791.20	770.99	774.12
80	815.41	792.00	796.16	770.15	757.32	758.24	800.98	783.16	785.76
81	824.25	803.40	806.97	782.89	771.44	772.24	810.61	795.07	797.20
82	832.83	814.49	817.50	795.36	785.23	785.92	820.04	806.67	808.38
83	841.09	825.17	827.68	807.46	798.59	799.17	829.20	817.89	819.21
84	848.93	835.34	837.39	819.11	811.40	811.70	838.01	828.61	829.60
85	856.32	844.96	846.59	830.13	823.65	824.06	846		